



CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES



REQUEST FOR OFFER (RFO)

MASTER SERVICE AGREEMENT (MSA) **INFORMATION TECHNOLOGY** **(Systems Analyst)** **RFO # SD15-00038**

May 2, 2016

The California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS) is requesting one (1) Systems Analyst under the Information Technology (IT) Consulting Services MSA, to serve as the Configurations and Release Engineer for the CCHCS Healthcare Business Applications Management (BAM).

The proposed term of the ensuing Contract is May 16, 2016 or upon approval (whichever is later) through March 3, 2017. CCHCS reserves the option to extend the Contract for up to one (1) year at the same rate of award only if DGS exercises its option to extend the term of the MSA.

Offers are due by **3:00 PM, Tuesday, May 10, 2016**. Responses and any required copies must be delivered or e-mailed to CCHCS and received by the final date and time of Offer submission, and clearly labeled to the department contact noted below.

California Correctional Health Care Services
Acquisitions Management Section
Nahla Marmosh
916-691-4803
Nahla.Marmosh@cdcr.ca.gov

Please note that no verbal information given will be binding upon CCHCS unless such information is issued in writing as an official addendum.

Nahla Marmosh
Contract Administrator

I. RESPONSE GUIDELINES

This RFO, Offeror's response, and the applicable MSA Terms and Conditions will be made part of the ordering department's purchase documents and/or procurement contract file.

1. Submission of Offers:

Offers must be received by CCHCS by dates and times shown in the Key Action Dates.

CCHCS is not responsible for any US mail loss, e-mail loss, or late overnight express delivery. CCHCS assumes no responsibility if Offeror cannot transmit their response electronically to the departmental e-mail address and/or if the entire response is not received prior to RFO due date.

U.S. Postal Service Deliveries

California Correctional Health Care Services
Acquisitions Management Section
PO Box 588500, D-2
Elk Grove, CA 95758
Attn: Nahla Marmosh

Hand Deliveries - Express Mail

California Correctional Health Care Services
Acquisitions Management Section
8280 Longleaf Drive, D-2
Elk Grove, CA 95758
Attn: Nahla Marmosh

Email

Nahla.Marmosh@cdcr.ca.gov

2. Key Action dates:

Event		Date and Time
1	RFO available to prospective Offerors	Monday, May 2, 2016
2	Last Day to submit Questions (BY E-MAIL ONLY)*	Wednesday, May 4 by 2:00 PM
3	Final Date for Offer Submission	Tuesday, May 10, 2016 by 3:00 PM
4	Estimated Contract Start Date ¹	Monday, May 16, 2016 or Upon Approval (whichever is later)

*Interested Offerors may submit questions and/or requests for clarification, via e-mail, to Nahla.Marmosh@cdcr.ca.gov. CCHCS responses to Offeror questions that provide new or additional information will be provided to all Offerors.

3. Documents Required Upon Submission of Offer:

- A. **Attachment A** - Required Attachment Checklist, (Pg 22)
- B. **Attachment B** - Offer Certification Sheet, (Pg 23): An individual who is authorized to bind the proposing firm contractually shall sign the Offer Certification Sheet. The signature must indicate the title and/or position that the individual holds in the firm. An unsigned offer may be rejected;
- C. Small Business/Disabled Veteran Business Enterprise Certification(s) (if applicable).
- D. Copy of valid business license;
- E. **Attachment C** - Cost Worksheet, (Pg 24): Completed Cost Worksheet, which upon award shall be made a part of the Contract;
 - The ensuing Contract will be invoiced and reimbursed on an hourly rate basis subject to completion, and approval by CCHCS' Project Manager, or designee, of tasks performed by Contractor.

¹ Date subject to change.

- F. **Attachment D** - Offeror References, (Pg 25): for the proposed Systems Analyst, include three (3) customer references to verify engagement(s) similar in scope as requested in Exhibit A - Statement of Work. Include a brief narrative of project description and proposed consultant's role for each reference provided. Offeror references will be used to verify information provided by Offeror and/or consultant for selection purposes;
- G. **Attachment E** - Bidder Declaration Form (GSPD-05-105); (Pg 26): Offerors must complete the Bidder Declaration and include it with their response. When completing the declaration, Offerors must identify all subcontractors proposed for participation in the contract. Offerors awarded a contract are contractually obligated to use the subcontractors for requested services unless CCHCS agrees to a substitution via amendment to the Contract;

The GSPD-05-105; also can be found at:
<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

- H. **Attachment F** - Payee Data Record (STD. 204) (Pg 27-28): Completed and signed.
- I. Resume(s) for the proposed consultant must include:
 - 1) All relevant work experience;
 - 2) A start and end date of each job cited; and
 - 3) Consultant's qualifications and experience(s) in performing services;
- J. **Attachment G** - Proposed Consultant Qualification Forms, (Pg 29-30): A description of Offeror's expertise and experience (e.g., type of services rendered, projects completed, etc.) providing Systems Analyst services as requested in Exhibit A, Statement of Work;
- K. **Attachment H** – Work Authorization Form, (Pg 31)
- L. Copy of Bachelor's Degree for the proposed consultant in an IT related or Engineering field from an accredited college or university in accordance with MSA requirements.

4. Documents Required Upon Award of the Contract:

Offeror's proposed consultant will be required to complete the following documents prior to execution of the Contract.

- A. **Attachment I** - Digest of Laws Related to Association with Prison Inmates (Pg 32-33)
- B. **Attachment J** - Contractor Confidentiality and Conflict of Interest Statement (Pg 34)

Statement of Economic Interests (Form 700), which can be found at:
http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Form%20700/2015-16/Form_700_2015.2016.pdf

- C. **Attachment K** - Non-Disclosure Agreement (Pg 35)
- D. Insurance Certifications (Automobile, General Liability, and Worker's Compensation)

II. EXHIBIT A - STATEMENT OF WORK

1. Background

The CCHCS Information Technology Services Division (ITSD) delivers technology products, services and business solutions which support all IT systems throughout the organization. Since the inception of the Receivership, the ITSD has developed, and is continuing to develop healthcare IT applications to achieve the Receiver's efforts in raising the level of health care of patient-inmates to constitutional standards. The BAM Section of ITSD is responsible for the development, enhancement, and maintenance of the portfolio of business applications that enable the CCHCS program areas and institutional health care operations deliver health care services to inmate-patients.

In order to adequately support the Receiver's efforts and meet increased customer and business needs as a result of the deployment of the Cerner Millennium Electronic Health Record System (EHRS) and maintaining operational support for existing systems, an IT consultant who specializes in Release and Configuration Management is needed. The consultant will provide training and mentoring to BAM Quality Services and BAM Release Services technical staff in these specialized areas. The qualified Contractor consultant will be grouped together in a resource pool and assigned to various projects related to the scope of work as detailed below. The Contractor consultant will be responsible to provide design, development, configuration, testing, deployment, support, maintenance, and knowledge transfer activities related to CCHCS' applications. The Contractor's consultant will report to the CCHCS ITSD BAM Quality Services Manager.

2. Qualifications

It is the Offeror's responsibility to ensure their RFO response contains sufficient information to clearly demonstrate to CCHCS that each qualification has been met. Each Offeror may submit two (2) candidates, clearly identifying one as the Primary candidate and one as the Alternate candidate.

1. If the Primary candidate meets the Mandatory Qualifications, the Primary candidate will proceed to the interview stage.
2. If the Primary candidate does not meet the Mandatory Qualifications, the Secondary candidate will be evaluated. If the Secondary candidate meets the Mandatory Qualifications, the Secondary candidate will proceed to the interview stage.
3. If both candidates do not meet the Mandatory Qualifications, the Offer will be considered non-responsive.

The Offer must provide a description of the following demonstrated qualifications:

A. Mandatory Qualifications:

It is **mandatory** that the proposed consultant meet the Job Classification and Staff Experience as noted in the User Instructions of the IT Consulting MSA. The proposed consultant for this classification must have a minimum of five (5) years of experience applying analytical processes on IT projects. At least three (3) years of that experience must have been in systems analysis and design.

The proposed consultant must have five (5) years of experience for **ALL** of the following:

1. Applying analytical processes on IT projects including developing release and configuration plans for complex distributed systems;
2. Setting up system environments including test, build and source code repository environments;
3. Analyzing business, functional and technical requirements and translating them into release and configuration requirements;
4. Ensuring the integration of system components; e.g., procedures, databases, policies, software and hardware;
5. Using industry leading test, source code repository, Integrated Development Environment, ticketing and Configuration Management Database (CMDB) tools;
6. Performing automated application builds and deployments through multiple environments; and

7. Providing mentoring and training to staff in the areas of release and configuration management and troubleshooting.

B. Desirable Qualifications:

The proposed consultant has three (3) years of experience within the last five (5) years with the following:

1. DevOps, Agile or Scrum development methodologies;
2. Working in large-scale projects implementing processes for mission critical systems;
3. Industry leading Configuration Management Databases (CMDB's);
4. ITIL v3;
5. Internet Information Services (IIS) Administration, configuration and performance troubleshooting;
6. Windows Server Administration, configuration and production support;
7. Team foundation server administration, Team Foundation Server (TFS) Build and automation;
8. PowerShell scripting and deployment automation;
9. Deploying enterprise technology solutions within a health care and/or correctional environment;
10. State IT policy and governance processes; and
11. The various stages of the System Development Lifecycle (SDLC), and with established SDLC methodologies.

Note: Offers that do not meet the mandatory qualifications stated in this section will be considered non-responsive and ineligible for award.

3. Scope of Services

A. Release Management

Collaborates with CCHCS Release Management staff and CCHCS Project Teams to manage and deploy code releases to various CCHCS environments.

The Contractor will perform the following tasks:

1. Managing configuration and release activities across multiple environments;
2. Create and maintain build and deployment documents;
3. Creating automated build and deployment scripts using Visual Studio 2013+, Ant or TFSBuild;
4. Coordinate with various stakeholders during the SDLC process on a weekly basis;
5. Maintains all configuration and release process documents using CCHCS templates; and
6. Perform daily builds and deployments across all CCHCS Enterprise application environments.

B. Configuration Management

Collaborates with CCHCS Project Teams to create and maintain code branches across CCHCS application portfolio. Maintain version control of current portfolio projects.

The Contractor will perform the following tasks:

1. Manage branching and versioning of various code streams;
2. Maintain Configuration Management Database with application code and server information;
3. Perform TFS administration duties; and
4. Implement and test a continuous integration build server for the portfolio of CCHCS applications.

C. Contractor Roles and Responsibilities

1. The Contractor will identify a Coordinator responsible for the overall contract.
2. The Contractor shall comply with all applicable CCHCS policies, procedures and guidelines.
3. Prior to termination of the Contract, the Contractor shall return all CCHCS property, including security badges, computer laptop, work products, etc.
4. Work with CCHCS' Deputy Chief Information Officer (DCIO) and/or designee(s) to ensure that any issue(s) are addressed.
5. Participate in information gathering meetings, fact-finding meetings, working sessions, status reporting (both written and verbal), presentations, and general communication(s) to ensure success of consultant activity performance.
6. Comply with all applicable State and Agency policies and procedures, including those enumerated in Exhibit C, (CCHCS Special Provisions).
 - By accepting the ensuing Contract, Contractor (including consultant) acknowledges that he/she has read and agrees to the provisions of Exhibit C
7. Prior to the start of work:
 - Submit to and pass a live scan, and
 - Be tested for Tuberculosis and certified to be free of tuberculosis on the TB Infectious Free Staff Certification in order to gain entrance to the Institutions
8. Complete a Request for Gate Clearance Form, Application for Identification Card, and/or Emergency Notification form in order to gain entrance to the institutions; and
9. Agree to abide by the Digest of Laws Related to Association with Prison Inmates.
10. The Contractor will store all created or modified artifacts in CCHCS' approved repositories in accordance with CCHCS policies.
11. On a weekly basis, each Contractor consultant shall complete a timesheet in SharePoint provided by CCHCS.

D. Knowledge Transfer

Contractor's obligations under the terms of the ensuing Contract include a "knowledge transfer" to CCHCS. "Knowledge transfer" is defined as personal and/or technical knowledge or information which will enable, or enhance the ability of CCHCS staff to maintain and operate CCHCS systems.

"Knowledge transfer" shall also include "on the job" training and education to CCHCS staff, including all relevant documentation, to enable CCHCS to adequately maintain and operate the Healthcare Applications. The Contractor shall also provide a written manual/guide of all materials associated with this project, and agrees that CCHCS may reproduce such documentation for its own use to sustain project continuity. Any additional training or instruction necessary to realize the "knowledge transfer" shall be provided at no additional cost to CCHCS.

E. Evaluation of Contractor

The CCHCS Project Manager will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this Statement of Work. Should the work performed or the products produced by the Contractor fail to meet minimum conditions, requirements or other applicable standards, specifications, or guidelines, the following resolution process will be employed except as superseded by other binding processes:

1. The CCHCS Project Manager will notify the Contractor in writing within five (5) business days after completion of each phase of service of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
2. The Contractor will, within five (5) business days after initial problem notification, respond to the CCHCS Project Manager by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the CCHCS'

initial problem notification within the required time limits may result in immediate contract termination. In the event of such termination, the CCHCS shall pay all amounts due to the Contractor for all work accepted prior to termination.

3. The CCHCS will, within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the CCHCS rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to respond to the CCHCS' notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate contract termination. In the event of such termination, the CCHCS shall pay all amounts due to the Contractor for all work accepted prior to termination.
4. The CCHCS will, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate contract termination. In the event of such termination, the CCHCS shall pay all amounts due to the Contractor for all work accepted prior to termination.

F. Problem Escalation

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the CCHCS Project Manager's attention. Problems or issues shall normally be reported in regular status reports. However, there may be instances where the severity of the problems justifies escalated reporting. To this extent, the CCHCS Project Manager will determine the level of severity, and notify the appropriate CCHCS personnel. The CCHCS personnel notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The CCHCS personnel include, but are not limited to the following:

- First level, the CCHCS Project Manager
- Second level, Acquisitions Management Chief, Business Services

G. Assumption and Constraints

1. Work hours for the ensuing Contract must be consistent with CCHCS' normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.
2. Contractor will be scheduled by the Project Manager and assigned to work a maximum of forty (40) hours per week.
3. Contractor employee may be required to work over the maximum forty (40) hours stated herein to successfully provide the services described in the Statement of Work. Any hours worked over the maximum must be specifically agreed to by the parties herein and authorized by the Project Manager. No overtime pay will be authorized for Contractor's performance under the ensuing Contract.
4. Contractor shall ensure availability of staff to perform the requirements of the ensuing Contract at all times during the period described above.
5. The work location will be at CCHCS' Headquarters located in Elk Grove, California, or at another designated location within the greater Sacramento area.
6. CCHCS, in its sole discretion, reserves the right to require Contractor to substitute consultant, reduce, or cancel a consultant's performance of services at any time.
7. Contractor must submit, in advance, a resume of all consultant substitutions. All Contractor consultant substitutions must meet all criteria and be evaluated as specified in RFO#SD15-00013 and approved by CCHCS' Acquisitions Management Section prior to substituted consultant commencing work through an amendment to the contract.

CCHCS shall be allowed to interview such proposed substitutions and verify the proposed staff's references and qualifications. CCHCS reserves the right to reject the Contractor's proposed substitution; in the event of rejection, the Contractor may submit additional resumes for consideration.

8. CCHCS and Contractor are mutually obligated to keep open channels of communications to ensure successful performance of the ensuing Contract. Both parties are responsible for

communicating any potential problem(s) or issue(s) to CCHCS' Deputy Director of Information Technology, or designee, and the Contractor, respectively, within one (1) business day of becoming aware of said problem(s).

9. Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in performance of the ensuing Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
10. Any modifications to the Scope of Work of the ensuing Contract will be in accordance with MSA terms and conditions and mutually agreed upon by Contractor and CCHCS and shall require a formal amendment processed by the Acquisitions Management Section.

- **Work Authorization**

Either party may at any time propose a change to Scope of Services. If the Contractor believes that such change will increase Contractor's costs or delay completion, the parties will negotiate in good faith to try to accommodate such request. Contractor will be compensated at CDCR/CCHCS' option, based on hourly rate aligned with rates listed in Attachment C, Cost Worksheet. Contractor will disclose and explain to CDCR/CCHCS its method of pricing a change order. At CDCR/CCHCS' request, the parties will use project estimation tools to aid in determining pricing and to ensure that it is competitive in the marketplace. No change will be effective unless and until set forth in a written amendment to the Contract, which is approved and signed by the parties. Any agreed upon modifications will be performed by the Contractor in accordance with the amendment and Contract provisions. Any failure to agree to a proposed change will not impair the enforceability of other Contract terms or in Scope.

H. CCHCS Roles and Responsibilities

1. The CCHCS will designate a person to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the services. This person will review the Statement of Work and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
2. The CCHCS will provide cubicle accommodations for the duration of the ensuing Contract, including: desk, chair, telephone, personal computer, printer access, Internet connection, Microsoft Office, Microsoft Visio and Microsoft Project. All policies and procedures regarding the use of State facilities will be applicable.
3. The CCHCS will provide information as required by the vendor to perform its responsibilities.
4. The CCHCS will provide timely review and approval of the Contractor information and documentation provided by the Contractor in order for the Contractor to perform its obligations under this Statement of Work.

I. PERIOD OF PERFORMANCE

It is estimated that the ensuing Contract will begin June 1, 2016 or upon approval (whichever is later) through March 3, 2017. CCHCS reserves the option to extend the Contract for up to a one (1) year extension at the same rate of award only if DGS exercises its option to extend the term of the MSA.

CCHCS may choose to amend the Contract for time and/or money by formal contract amendment.

At any time during the term of the ensuing Contract, CCHCS, in its sole discretion, may instruct Contractor to limit the amount of time being performed by the assigned consultant.

J. CCHCS PROJECT MANAGER

Enterprise Application Development Manager
California Correctional Health Care Services
P.O. Box 588500
Elk Grove, CA 95758

4. Selection Process

Each Offeror may submit two (2) candidates, clearly identifying one as the Primary candidate and one as the Alternate candidate.

1. If the Primary candidate meets the Mandatory Qualifications, the Primary candidate will proceed to the interview stage.
2. If the Primary candidate does not meet the Mandatory Qualifications, the Secondary candidate will be evaluated. If the Secondary candidate meets the Mandatory Qualifications, the Secondary candidate will proceed to the interview stage.
3. If both candidates do not meet the Mandatory Qualifications, the Offer will be considered non-responsive.

All offers will be reviewed for responsiveness to requirements of this RFO. If a response is missing required information, it may be deemed non-responsive. Further review is subject to discretion of CCHCS.

Award of a contract resulting from this RFO against a Contractor's MSA will be based on a "best value criteria" that includes cost as a factor. CCHCS is not constrained to accept the lowest offer and will compare all offers to determine the best value.

A. Assessment and Methodology

Best Value shall be determined based on the following criteria:

Categories
Administrative Requirements
Mandatory Qualifications
Desirable Qualifications
Contractor Methodology
Cost
Interview

B. Best Value Criteria

1. Administrative Requirements:

Administrative Requirements:
1. Completeness of response package;
2. Detailed resumes for the proposed consultant that describe work experience, start and end-date for job(s) cited, and professional qualification(s)/experience(s) performing IT services relative to Statement of Work (Exhibit A); and
3. Three (3) customer references for the proposed consultant verifying engagements similar in scope to Exhibit A (Statement of work).

2. Mandatory Qualifications:

Note: The proposed consultant must have five (5) years of experience for **ALL** of the following:

Mandatory Qualifications:
1. Applying analytical processes on IT projects including developing release and configuration plans for complex distributed systems
2. Setting up system environments including test, build and source code repository environments
3. Analyzing business, functional and technical requirements and translating them into release and configuration requirements
4. Ensuring the integration of system components; e.g., procedures, databases, policies, software and hardware
5. Using industry leading test, source code repository, Integrated Development Environment, ticketing and Configuration Management Database tools
6. Performing automated application builds and deployments through multiple environments
7. Providing mentoring and training to staff in the areas of release and configuration management and troubleshooting

3. Desirable Qualifications:

Within the last five (5) years, the proposed consultant has three (3) years of experience with the following:

Desirable Qualifications:
1. DevOps, Agile or Scrum development methodologies
2. Working in large-scale projects implementing processes for mission critical systems
3. Industry leading CMDB's
4. ITIL v3
5. IIS Administration, configuration and performance troubleshooting
6. Windows Server Administration, configuration and production support
7. Team foundation server administration, TFS Build and automation
8. PowerShell scripting and deployment automation
9. Deploying enterprise technology solutions within a health care and/or correctional environment
10. State IT policy and governance processes
11. The various stages of the SDLC, and with established SDLC methodologies

4. Contractor Methodology:

Contractor Methodology:
Using the Proposed Consultant Qualification Forms, (Attachment G) as a description of Offeror's expertise and experience (e.g., type of services rendered, projects completed, etc.) providing Systems Analyst services as requested in Exhibit A, Statement of Work

Note: CCHCS reserves the sole right to reject any and all offers and to reissue this RFO. The awarded Contractor will be obligated to provide services at the cost offered in the Attachment C (Cost Worksheet), which under no circumstances may exceed their authorized MSA hourly rate.

III. EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

1. For services satisfactorily rendered and upon receipt and approval of invoices, CCHCS agrees to reimburse Contractor for said services, no more than monthly in arrears and in accordance with Attachment C (Cost Worksheet). Unless otherwise specified, Contractor services shall be invoiced and reimbursed on an hourly rate basis subject to completion of prior approved tasks by CCHCS' Project Manager, or designee.
 - Contractor's hourly reimbursement for work performed shall not include time spent for travel-related activities. All invoices shall be submitted with supporting documentation that properly details all charges (e.g., approved CCHCS time sheets in SharePoint, etc.) on Contractor's letterhead and include the CCHCS Purchase Order and Contract numbers, consultant's name, and invoice total (with original signature in blue ink). The invoice must specify work completed by consultant, number of hours performed, and any outstanding issues and/or concerns that need to be addressed.
 - Payment is subject to acceptance by the CCHCS' Project Manager.
2. Contractor shall address and submit all invoices to:

California Correctional Health Care Services
Acquisitions Management Section, Building D-2
P.O. Box 588500
Elk Grove, California, 95758

B. TRAVEL AND MISCELLANEOUS EXPENSES

1. For purposes of this RFO, there is no travel anticipated

IV. EXHIBIT C - CCHCS SPECIAL PROVISIONS

1. SUBCONTRACTOR/CONSULTANT INFORMATION

Contractor is required to identify all subcontractors who will perform labor or render services in the performance of the Agreement. Additionally, the Contractor shall notify the CCHCS Project Manager, or designee, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

2. EMPLOYMENT OF EX-OFFENDERS

- A.** Contractor cannot and will not either directly, or via a subcontracted consultant and/or firm, employ in connection with this Agreement:
- (1) Ex-Offenders on active parole or probation;
 - (2) Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
 - (3) Any ex-felon in a position which provides direct supervision of parolees.
- B.** Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the Contractor subject to the following limitations:
- (1) Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and
 - (2) Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

3. LICENSES AND PERMITS

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at Contractor's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the CCHCS with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

4. CONFLICT OF INTEREST

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

A. Contractors and Their Employees

Consultant Contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the

Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service Contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CCHCS or whenever it appears that a conflict of interest may be at issue. Generally, service Contractors (other than consultant Contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;

- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

B. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

C. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR.

In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CDCR.

For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business

entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

5. DISCLOSURE

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff made by any inmate or parolee which indicates violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

6. SECURITY CLEARANCE/FINGERPRINTING

The State reserves the right to conduct fingerprinting and/or security clearance through the California Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor and/or Contractor's employees' access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

7. NOTIFICATION OF PERSONNEL CHANGES

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

8. NON ELIGIBLE ALIEN CERTIFICATION

By signing this Agreement Contractor certifies, under penalty of perjury, that Contractor, if a sole proprietor, is not a nonqualified alien as that term is defined by the United States Code (U.S.C.) Title 8, Chapter 14, Section 1621 et seq.

The following provisions apply to services provided on departmental and/or institution grounds:

9. BLOODBORNE PATHOGENS

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to bloodborne pathogens.

10. TUBERCULOSIS (TB) TESTING

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular contact is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

11. PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES

Individuals who are not CDCR employees, but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

- A.** Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415

- B.** CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304

- C.** All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, and 3288

- D.** Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a)

- E.** It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289

- F. Encouraging and/or assisting prison inmates to escape are a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574

- G. It is illegal to give or take letters from inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425

- H. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383

- I. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3171 (b) (3)

- J. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), and 3177

12. CLOTHING RESTRICTIONS

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. The Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

13. TOBACCO-FREE ENVIRONMENT

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the CDCR is prohibited.

14. SECURITY REGULATIONS

- A. Unless otherwise directed by the entrance gate officer and/or Project Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- B. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- C. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- D. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- E. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.

- F. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- G. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- H. No picketing is allowed on State property.

15. PRISON RAPE ELIMINATION POLICY

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited. As a Contractor with CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

16. GATE CLEARANCE

Contractor and Contractor's employee(s) and/or subcontractors(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include a California Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check. Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity. All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

17. BUSINESS ASSOCIATE AGREEMENT

The awarded Contractor will be required to meet provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA) and the regulations promulgated thereunder. The Business Associate Agreement is included in this Agreement as Exhibit D.

18. ELECTRONIC WASTE RECYCLING

The Provider certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Provider shall maintain documentation and provide reasonable access to its records and documents that evidence compliance. CCHCS electronic data stored upon any Provider device must be returned to the CCHCS immediately and the vendor must certify that CCHCS data is either removed from the Providers devices by degaussing or shredding per National Institute of Standards and Technology (NIST) Special Publication Series 800-88 and National Industrial Security Program (NISP) Operating Manual (DOD 5220.22-M) and Clearing and Sanitization Matrix (C&SM) based on NSA/CSS Policy Manual 9-12, "Storage Device Declassification Manual".

V. EXHIBIT D - BUSINESS ASSOCIATE AGREEMENT (HIPAA)

Definitions

Catch-All Definition:

The following terms and others used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use¹

Specific Definitions:

- A. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Contractor to the contract to which this Business Associate Agreement is attached as an exhibit. For purposes of this exhibit only, the term "Agreement" shall refer to this Business Associate Agreement. The term "Service Agreement" shall refer to the contract to which this Business Associate Agreement is attached as an exhibit.
- B. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean California Department of Corrections and Rehabilitation, California Correctional Health Care Services (CCHCS).
- C. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- A. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- B. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- C. Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information and any security incident of which it becomes aware as required by Federal and State laws (i.e., Health and Safety Code Section 1280.5, California Civil Code Section 56 et seq., California Civil Code Section 1798 et seq., and 45 CFR – Subchapter C et al.). Information Security incidents (e.g., breaches) shall be reported to the CCHCS Information Security Office within 24 hours of detection.

¹ These definitions are set forth in the Code of Federal Regulations (CFR); Title 45, Public Welfare: PART 160—GENERAL ADMINISTRATIVE REQUIREMENTS § 160.103 Definitions, PART 162--ADMINISTRATIVE REQUIREMENTS § 162.103 Definitions. and PART 164--SECURITY AND PRIVACY § 164.103 Definitions.

- D. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- E. Make available protected health information in a designated record set to the Covered Entity or individual or the individual's designee as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- F. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or at the request of an individual, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- G. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- H. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- I. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

- A. Business Associate may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement.
- B. Business Associate may use or disclose protected health information as required by law.
- C. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
- D. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
- E. Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- A. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- B. However, under 45 CFR 164.520(a)(3), inmates are not entitled to notices of privacy practices, and 45 CFR 164.520 therefore does not currently apply to Covered Entity.

Term and Termination

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Service Agreement, and shall terminate on termination of the Service Agreement or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- B. Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.
- C. Obligations of Business Associate Upon Termination.

Business Associate

- A. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraph (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
 5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- B. Upon termination of this Agreement, if requested by Covered Entity, Business Associate will transmit the protected health information to another business associate of the Covered Entity.
- C. Upon termination of this Agreement, Business Associate shall obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.
- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Miscellaneous

- A. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- B. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

VI. REQUIRED ATTACHMENTS

See Attachment A

ATTACHMENT A

REQUIRED ATTACHMENT CHECKLIST

A complete offer package will consist of the items identified below.

Complete this checklist to confirm the items in your offer. Place a check mark or "X" next to each item that you are submitting to the State. For your offer to be responsive, all required attachments must be returned. This checklist should be returned with your offer package also.

The following documents are required upon submission of offer:

- _____ Required Attachment Check List (Attachment A)
- _____ Offer/Offeror Certification Sheet (Attachment B)
- _____ Small Business/Disabled Veteran Enterprise Certification(s) (if applicable)
- _____ Cost Work Sheet (Attachment C)
- _____ Offeror's References (Attachment D)
- _____ Bidder Declaration Form, GSPD-05-105 (Attachment E)
- _____ Payee Data Record (STD-204) (Attachment F)
- _____ Proposed Consultant Qualification Forms (Attachment G)

The following documents are required upon award of the contract:

- _____ Primary Laws, Rules, and Regulations Regarding association with Inmates (Attachment I)
- _____ Contractor's Confidentiality Statement (Attachment J)
- _____ Non-Disclosure Agreement (Attachment K)
- _____ Statement of Economic Interests, Form 700
- _____ Insurance Certifications (Automobile, General Liability, and Worker's Compensation)

ATTACHMENT B

OFFER/OFFEROR CERTIFICATION SHEET

This Offer/Offeror Certification Sheet must be signed and returned along with all the "required attachments" as an entire package.

- A. Our all-inclusive Offer is submitted as detailed in accordance with the RFO.
- B. All required attachments are included with this Offer.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this RFO.

An Unsigned Offer/Offeror Certification Sheet May Be Cause for Rejection

Please Print or Type

1. Company Name	2. Telephone ()
3. E-mail Address	
4. Offeror's Name (Print)	5. Title
6. Signature	7. Date

ATTACHMENT C

COST WORKSHEET

The following consultant will perform the tasks described in this Statement of Work, at the rates indicated. The CCHCS Project Manager will be notified, in writing, of any proposed changes in the consultant assigned to the ensuing Contract. If a Contractor's employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute consultant. The substitute consultant must meet all mandatory requirements as set forth in the RFO and must be approved by the CCHCS – Acquisitions Management Section.

Contractor agrees to furnish all labor, insurances, licenses, and permits necessary to perform all services required in accordance with the Exhibit A, Statement of Work.

Any Contract awarded as a result of this RFO will be invoiced and reimbursed on an hourly basis subject to the provisions in Exhibit B, Budget Details and Payment Provisions, and approval by the CCHCS Project Manager, or designee, of tasks performed by the Consultants.

Consultant Name	Classification/Labor Category	Hourly Rate*	Estimated Hours**	Total Cost***
Fiscal Year 15/16				
May 16, 2016 to June 30, 2016				
_____	Systems Analyst	\$ _____ per hour	264	\$ _____
Fiscal Year 16/17				
July 1, 2016 to March 3, 2017				
_____	Systems Analyst	\$ _____ per hour	1284	\$ _____
TOTAL COST				\$ _____

* MSA Rate or lower

** Total estimated hours shall not exceed **1548** hours for the proposed consultant. Adjustment to add additional hours may be made at the same hourly rate through a formal amendment of the Contract.

*** Total Cost = Hourly Rate x Estimated Hours

ATTACHMENT D

OFFEROR'S REFERENCES

Submission of this attachment is **mandatory** for the proposed consultant. Failure to complete and return this attachment with your offer will cause your offer to be rejected and deemed non-responsive. **ONLY ONE (1) CDCR reference will be accepted to meet this requirement. Letters of recommendation are NOT acceptable as references.) It is the responsibility of the Offeror to ensure references are verifiable. If references provided cannot be verified by CCHCS, the offer may be rejected.**

List below three references for services performed within the **last five (5) years**, which are similar to the statement of work to be performed in this contract.

Please Print or Type

NAME OF PROPOSED CONSULTANT _____

REFERENCE 1

Name of Firm:			
Street Address:	City:	State:	Zip Code:
Contact Person:		Telephone Number:	
E-mail Address:		Fax Number:	
Dates of Service:		Value or Cost of Service: \$	
Brief Description of Service Provided:			

REFERENCE 2

Name of Firm:			
Street Address:	City:	State:	Zip Code:
Contact Person:		Telephone Number:	
E-mail Address:		Fax Number:	
Dates of Service:		Value or Cost of Service: \$	
Brief Description of Service Provided:			

REFERENCE 3

Name of Firm:			
Street Address:	City:	State:	Zip Code:
Contact Person:		Telephone Number:	
E-mail Address:		Fax Number:	
Dates of Service:		Value or Cost of Service: \$	
Brief Description of Service Provided:			

ATTACHMENT E

BIDDER DECLARATION

GSPD-05-105 (REV 08/09)

Offerors must complete the Bidder Declaration and include it with their response. When completing the declaration, Offerors must identify all subcontractors proposed for participation in the contract. Offerors awarded a contract are contractually obligated to use the subcontractors for requested services unless CCHCS agrees to a substitution via amendment to the Contract;

The GSPD-05-105; can be found at:

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

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STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

ATTACHMENT G

PROPOSED CONSULTANT QUALIFICATIONS FORMS

MANDATORY QUALIFICATIONS:

Company Name:

Proposed Project Position(s):

1. The form below is to summarize the Contractor employee experience as it relates to the Mandatory Qualifications.
2. Complete this form for **EACH** of the proposed consultant.
3. Failure to complete this Form will be cause for rejection of the offer.

EXPERIENCE

Qualifications	Years	Company	Position * Describe how the position listed ties back to the scope of services.	Page # or Location in Resume
Five (5) years of experience applying analytical processes on IT projects and at least three (3) years of that experience must have been in systems analysis and design:				
Applying analytical processes on IT projects including developing release and configuration plans for complex distributed systems				
Setting up system environments including test, build and source code repository environments				
Analyzing business, functional and technical requirements and translating them into release and configuration requirements				
Ensuring the integration of system components; e.g., procedures, databases, policies, software and hardware				
Using industry leading test, source code repository, Integrated Development Environment, ticketing and Configuration Management Database tools				
Performing automated application builds and deployments through multiple environments				
Providing mentoring and training to staff in the areas of release and configuration management and troubleshooting				

*Add additional sheets if needed

DESIRABLE QUALIFICATIONS:

Company Name:

Proposed Project Position(s):

1. The form below is to summarize the Contractor employee experience as it relates to the Desirable Qualifications.
2. Complete this Attachment for **EACH** of the proposed consultant.
3. Failure to complete this Attachment will be cause for rejection of the offer.

EXPERIENCE

Qualifications	Years	Company	Position* Describe how the position listed ties back to the scope of services.	Page # or Location in Resume
Three (3) years of experience within the last five (5) years:				
With DevOps, Agile or Scrum development methodologies				
Working in large-scale projects implementing processes for mission critical systems				
With industry leading Configuration Management Databases (CMDB's)				
With ITIL v3;				
With IIS Administration, configuration and performance troubleshooting				
With Windows Server Administration, configuration and production support				
With Team foundation server administration, TFS Build and automation				
With PowerShell scripting and deployment automation				
Deploying enterprise technology solutions within a health care and/or correctional environment				
With state IT policy and governance processes				
With the various stages of the System Development Lifecycle (SDLC), and with established SDLC methodologies				

*Add additional sheets if needed

Education

This classification requires the possession of a Bachelor's Degree in an IT related or Engineering field from an accredited college or university and it will be verified during the RFO process.

ATTACHMENT H

WORK AUTHORIZATION

IT CONSULTING SERVICES (SYSTEMS ANALYST)

Work Authorization Number: _____ Month: _____

Contractor Name: _____

Title: _____

Summary

In order to adequately support the Receiver's efforts and meet increased customer and business needs as a result of the deployment of the Cerner Millennium EHRS and maintaining Operational support for existing systems, IT consultant resources who specialize in Release & Configuration Management are needed.

The consultants will provide training and mentoring to BAM Quality Services and BAM Release Services technical staff in these specialized areas. The qualified contractor consultant will be grouped together in a resource pool and assigned to various projects related to the scope of work as detailed below. The contractor consultant will be responsible to provide design, development, configuration, testing, deployment, support, maintenance, and knowledge transfer activities related to CCHCS' applications. The contractor consultant will report to the CCHCS ITSD BAM Quality Services Manager.

Category/Task	Hours

APPROVED:

CCHCS' Project Management Program Manager

Name / Title

Contractor's Engagement Manager

Name / Title

Date: _____

Date: _____

ATTACHMENT I

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION

PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES

CDCR 181 (Rev 10/14)

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates, Title 15, Section 3285. The following is a summation of pertinent information when individuals not employed by the department (volunteers, media, contractors and their employees and dignitaries) come in contact with prison inmates.

1. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3283, 3285, 3289, 3292 and 3415

2. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, non- employees and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304

3. All persons entering onto institution/facility or camp grounds consent to a search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property or vehicle may be cause for denial of access to the premises or restrictions to visiting or facility access.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3267, 3288, 3289, and 3292.

4. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Secretary, Director of Division of Adult Institutions (DAI), Warden, Regional Parole Administrator and /or their designees.

SOURCE: PC Sections 2086, 5054 and 5058; CCR, Title 15, Sections 3283 and 3289

5. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173, 3283 and 3289

6. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, wireless communication devices or components thereof, tobacco products, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4576 and 5030.1; CCR, Title 15, Sections, 3172.1, 3188 and 3292

7. It is illegal to give or take letters from prison inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425

8. In an emergency situation the visiting program and other inmate program activities may be suspended by the Warden or designee.

SOURCE: PC Sections 2086 and 2601; CCR, Title 15, Section 3383

9. For security reasons, volunteers, media, contractors, dignitaries and guests must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Sections 3174 and 3349.2.3(g) (3) (B)

10. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

SOURCE: CCR, Title 15, Section 3261.5

I HEREBY CERTIFY AND ACKNOWLEDGE I HAVE READ THE ABOVE AND FULLY UNDERSTAND THE IMPLICATIONS REGARDING MY CONDUCT AND ASSOCIATION WITH PRISON INMATES. I ALSO UNDERSTAND VIOLATION OF ANY OF THE ABOVE COULD RESULT IN EXPULSION FROM A CDC INSTITUTION/FACILITY OR CAMP WITH THE POSSIBILITY OF CRIMINAL PROSECUTION.

VISITOR'S NAME AND TITLE (Print)	VISITOR'S SIGNATURE	DATE SIGNED

DISTRIBUTION: Original – Assistant Director, Communications

Canary – Warden's Office

Pink - Visitor

ATTACHMENT J

CONTRACTOR CONFIDENTIALITY AND CONFLICT OF INTEREST STATEMENT

I understand that as a Consultant under contract with CCHCS I must comply with the State's conflict of interest laws and I must file a "Statement of Economic Interests" Form 700 with the Fair Political Practices Commission. I certify that I have read and understand the conflict of interest provisions identified in the online presentation "Ethics Orientation for State Officials" (sponsored by the State of California Department of Justice, Office of the Attorney General and the Fair Political Practices Commission) located at <https://oag.ca.gov/ethics/course>

I certify that I have no personal or financial interest, which would be incompatible with my employment with CCHCS. I further certify that I have no present or past state employment, nor have I participated in any activity related to the planning or procurement processes that would render my participation incompatible. I understand that my employment compensation (base salary and benefits) is not a disqualifying event for purposes of this agreement. I agree for the duration of my contracted involvement in this project not to accept any additional gift, benefit, gratuity or consideration, or begin a personal or financial interest with any person or party who is associated with a business or offering on this project.

I certify that I will keep confidential and secure all information concerning the planning, processes, development and procedures of the project etc., which I learn in the course of my duties on the project. I further certify that I will not copy, give, or otherwise disclose to any other party any information about this project unless that person is authorized in writing to receive that information by the appropriate authority within the department (deputy or director level), as appropriate, considering the program ownership of the information, and who also signs a CCHCS confidentiality agreement. I understand that the information to be kept confidential includes but is not limited to: specifications, administrative requirements, terms and conditions, any aspect of any supplier's response or potential response including concepts and discussions as well as written and electronic materials. I understand that if I leave this project before it ends, I must continue to keep all project information confidential. I understand that following completion of this project I must maintain confidentiality should the Project and/or my organization be subject to follow-on contracting criteria per Public Contract Code §10365.5. Additionally, I agree to follow all provided instructions related project confidentiality.

I fully understand that any unauthorized disclosure I make may be grounds for civil or criminal penalties and/or contract termination. I agree to immediately advise the CCHCS Contracts Manager and Contracts Analyst named in this agreement in the event that I learn, or have reason to believe, that any person has or intends to disclose confidential project information, in violation of the terms of this contract. I also agree to direct all questions and inquiries from bidders, potential bidders and/or third parties to the CCHCS Acquisitions Management Section.

Signature: _____ Date: _____

Company/Organization Name: _____

Printed Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

ATTACHMENT K

NON-DISCLOSURE AGREEMENT

I certify that I will hold in confidence all discussions, bids, proposals, correspondence, memoranda, working papers, procurement of goods and services, or any other information on any media, which has any bearing on or discloses any aspect of the California Correctional Health Care Services (CCHCS) Organizational Review. Based on my involvement with the CCHCS Organizational Review, where applicable, I certify that I have no personal or financial interest and no present employment or activity, which would be incompatible with my participation in the discussions, review and or participation in the procurement process for the CDR Business Analyst and related initiative(s)/procurement(s)/trainings thereof.

At all times during and after the process by which the California Correctional Health Care Services and/or the California Department of Corrections and Rehabilitation (CDCR) procures goods and services to create the project, CCHCS' and/or CDCR's employees, CCHCS' prospective bidders, and/or CCHCS and/or CDCR's Contractors will keep confidential, and will not disclose to any third party or use, such confidential information, except in the course of their employment by or contractual relationship with the Department, and for the benefit of CDCR. The parties will protect CCHCS' and/or CDCR's confidential information using the same degree of care, but no less than a reasonable degree of care, as such party uses to protect his/her/its own confidential information. The parties will carefully restrict access to CCHCS' confidential information, and they may disclose it only to their employees, contractors, and/or other State agencies that have a need to know it and are bound by obligations of confidentiality.

I certify that I am fully able to provide fair and impartial consideration and contribution to all aspects of this project in which I am directly involved. I fully understand that any such disclosure by an employee of the State of California may be considered as a basis for disciplinary action.

Signature: _____ Date: _____

Company/Organization Name: _____

Printed Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____